

JUN 25 2020

AMY J. HUNLEY
CLERK OF SUPERIOR COURT
By _____ Deputy

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCHISE

STATE OF ARIZONA,

Plaintiff,

vs.

DANA RAY THORNHILL,

Defendant.

PLEA AGREEMENT

CR202000239

The State of Arizona and the Defendant hereby agree to the following disposition of this case:

PLEA: The Defendant shall plead guilty to:

COUNT I OF PLEA AGREEMENT

Between 2003 and 2004, **DANA RAY THORNHILL** committed sexual conduct with a minor by intentionally or knowingly engaging in oral sexual contact with a person under fifteen years of age, to wit: performed oral sexual contact upon K.T. and K.T. was 8 years old, in violation of A.R.S. §§13-1405, 13-1401, 13-105, 13-701, 13-702, 13-705.B, and 13-801, a class 2 felony and amendment to Count 1 of the Indictment.

COUNT II OF PLEA AGREEMENT

Between 1995 and February 3, 2006, **DANA RAY THORNHILL** committed sexual conduct with a minor by intentionally or knowingly engaging in sexual intercourse with a person under fifteen years of age, to wit: had penis/vagina sex with K.V. and K.V. was ¹² years of age ~~or younger~~, in violation of A.R.S. §§13-1405, 13-1401, 13-105, 13-701, 13-702, 13-705.B, and 13-801, a class 2 felony and amendment to Count 14 of the Indictment.

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COUNT III OF PLEA AGREEMENT

Between 2003 and 2004, **DANA RAY THORNHILL** committed luring a minor for sexual exploitation by offering or soliciting sexual conduct with another person knowing or having reason to know that the other person was a minor under the age of fifteen years, to wit: asked K.T. to perform oral sex on him and K.T. was 8 years old, in violation of A.R.S. §§13-3554, 13-3551, 13-105, 13-701, 13-702, 13-705.E and 13-801, a class 3 felony and Count 3 of the Indictment.

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COUNT IV OF PLEA AGREEMENT

Between 1995 and 2007, **DANA RAY THORNHILL** committed luring a minor for sexual exploitation by offering or soliciting sexual conduct with another person knowing or having reason to know that the other person was a minor under the age of fifteen years, to wit: asked K.V. to have sex with his adult male friend, in violation of A.R.S. §§13-3554, 13-3551, 13-105, 13-701, 13-702, 13-705.E and 13-801, a class 3 felony and Count 19 of the Indictment.


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The provisions of A.R.S. § 13-704 do not apply or are not alleged in this case.


1. **SENTENCING RANGE:** The crimes charged in Count I and II of this plea agreement have a presumptive term of imprisonment in the Department of Corrections of 20 years; a minimum term of 13; and a maximum term of 27 years.


The crimes charged in Counts III and IV of this plea agreement has a presumptive term of imprisonment in the Department of Corrections of 10 years; a minimum term of 5; and a maximum term of 15 years.

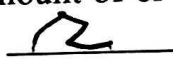
The maximum fine that can be imposed is \$150,000 plus 83% surcharge.

2. **PROBATION:** Probation IS NOT available as to Counts I and II. Probation IS available as to Counts III and IV of this plea agreement and may be up to lifetime probation. Whether or not Defendant's sentence is suspended and Defendant is placed on probation is within the sole discretion of the Court. Unless otherwise stated within the Stipulation/Recommendations Regarding Sentences section of this agreement, there is no agreement the State will recommend or stipulate Defendant be granted probation. If granted probation, Defendant can be sentenced up to one year in the County jail as a condition of probation, and probation will be either standard supervision or intensive probation supervision (IPS) unless otherwise stipulated by the parties within this agreement. If granted probation, the terms and conditions thereof are subject to modification at any time during the period of probation in the

1 event Defendant violates any written condition of his probation. Defendant
2 agrees to execute a Waiver of Extradition in connection with any probation
3 revocation proceedings required in the event that his violation of any term or
4 condition of probation, if probation is granted, results in the filing of a Petition
5 to Revoke such probation. Defendant further agrees to reimburse any law
enforcement agency for the expense of bringing him back from any other State,
County, or Correctional Facility for any proceeding in connection with this
case. 


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7 3. **COMMUNITY SUPERVISION:** If the Defendant is sentenced to prison on
8 Counts III or IV, the Defendant must serve at least eighty-five percent (85%) of
9 the sentence imposed. The Defendant shall also be sentenced to serve a term of
10 community supervision equal to one-seventh of the prison term to be served
11 following to the actual period of imprisonment. If the Defendant fails to abide
by the conditions of community supervision, the Defendant can be required to
serve the remaining term of community supervision in prison. As to Counts I
and II the sentences are "calendar year" or "day for day" sentences. 


- 12 4. **STATUTORY SENTENCING PROVISIONS:** Defendant shall register as
13 a sex offender pursuant to A.R.S. §13-3821, *et. seq.* Defendant shall pay a
14 \$250 assessment pursuant to A.R.S. §13-3821(Q). Defendant shall also pay
a \$500 assessment pursuant to A.R.S. § 12-116.07. 


- 15 5. **RESTITUTION:** The Defendant agrees to pay restitution to all the victims
16 named in the original indictment, even if they are not named within the specific
17 charge to which the Defendant is pleading guilty. The Defendant understands
18 he is jointly and severally liable for the entire restitution amount(s). The
19 Defendant specifically agrees to make restitution to the victim(s) for losses
suffered as a result of the course of conduct of which the Defendant may only
be a part. The Defendant agrees to pay restitution in the total amount of or up
to be determined within 60 days of sentencing. 


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21 6. **STIPULATION/RECOMMENDATIONS REGARDING SENTENCE:** As
22 to Counts I and II Defendant will be sentenced in the discretion of the
23 Court, within a range of 17-20 years on each Count, which will be served
24 consecutive to each other. These sentences are flat time or day for day. As
to Counts III and IV Defendant shall be placed on two consecutive lifetime
probation tails.


1 Community Supervision as to Counts I and II is waived in favor of
2 probation.

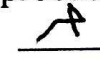
3 The Defendant shall be required to register as a sex offender for life
4 pursuant to A.R.S. §13-3821. 






5 7. **DISMISSAL OF CHARGES:** The following charges are dismissed or, if not
6 yet filed, shall not be brought against the Defendant: **all other Counts in the**
7 **Indictment.** 


8 8. **PLEA DEADLINE:** This plea offer will automatically terminate unless the
9 plea agreement is entered on or before June 25, 2020. 

10 9. **PRE-SENTENCE INTERVIEW:** Defendant waives his right to remain silent
11 during the pre-sentence interview. Defendant will honestly answer all
12 questions from the probation officer during, including but not limited to
13 providing a "Defendant's Version" of the crime and surrounding circumstances,
14 Defendant's history of drug and alcohol use, and Defendant shall participate
15 fully in substance abuse or other screening and testing as requested by the
16 probation officer. The parties agree that if Defendant does not fully participate
17 in the pre-sentence interview as agreed herein, such failure undermines the
18 Court's ability to assess Defendant's amenability to probation supervision, his
19 potential danger to the community, and to determine what probation services
20 are necessary to rehabilitate Defendant. For these reasons, the parties stipulate
21 that if Defendant does not fully participate in the pre-sentence interview as
22 agreed herein, Defendant shall be sentenced to a term of imprisonment
23 notwithstanding any other provision of this Plea Agreement. 


24 10. **PRISON MANDATORY PLEA:** If this is a prison mandatory plea, pursuant
25 to Rule 7.2(c)(b), the Defendant will be taken into custody at the time of the
change of plea, whether or not the plea is accepted at that time. 


26 11. **WAIVER OF PROBABLE CAUSE DETERMINATION:** If the Defendant
is charged with a felony he hereby gives up his right to a preliminary hearing or
other probable cause determination on the charges to which he pleads. In the
event the Court rejects the plea, or the Defendant withdraws the plea, the
Defendant hereby gives up his right to a preliminary hearing or other probable
cause hearing. 


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12. **POSSIBLE COLLATERAL CONSEQUENCE:** If you are not a citizen of the United States, pleading guilty or no contest to a crime may affect your immigration status. Admitting guilt may result in your deportation even if the charge is later dismissed. Your plea or admission of guilt could result in your deportation or removal, could prevent you from ever being able to get legal status in the United States or could prevent you from becoming a United States citizen. 
13. **AMENDMENT OF CHARGES:** This agreement serves to amend the indictment or information to charge the offense to which the Defendant pleads without the filing of any additional pleading. However, if the plea is rejected by the Court or withdrawn by either party, or if the conviction is subsequently overturned on appeal, the original charges and any charges that are dismissed by reason of this plea agreement are automatically reinstated. 
14. **WAIVER OF DEFENSES, MOTIONS, ETC.:** Unless this plea is rejected by the Court or withdrawn by either party, the Defendant hereby waives and gives up any and all motions, defense objections, or requests which he had made or raised, or could assert hereafter, to the Court's entry of judgment against him and imposition of a sentence upon him consistent with this agreement. 
15. **FINDING OF AGGRAVATING OR MITIGATING CIRCUMSTANCE:** By entering into this agreement the Defendant agrees that the Court may find any fact used to impose sentence to be true by a preponderance of the evidence, and that the Court is not bound by the Rules of Evidence in determining what evidence to consider. 
16. **ACCEPTANCE/REJECTION/WITHDRAWAL OF PLEA:** The parties agree that the Court shall accept this plea at the time of the Defendant's change of plea. The State's participation in this plea agreement is conditioned upon the Court's acceptance of the plea at the change of plea hearing. 
17. If, after accepting the plea, the Court concludes that the agreement is inappropriate for any reason, including but not limited to, an amendment or reduction of the original charges, dismissal of charges, withdrawal of allegations pursuant to A.R.S. §§ 13-704, 13-705, 13-708, 13-707.C, 13-901.03, 13-703, 13-703.E-J or 13-703, the Court may reject the plea. Should

1 the Court reject the plea, the Defendant hereby waives all claims of double
2 jeopardy and all original charges are automatically reinstated. 

3 The parties agree that it is the Court's duty to impose sentence upon the
4 Defendant, and that any sentence stipulated to is not binding on the Court. If
5 the Court concludes that any of the plea agreement's provisions regarding the
6 sentence or the terms and conditions of probation are inappropriate, it can
7 reject the plea. If the court rejects the plea agreement provisions regarding
8 sentencing, both parties shall be given the opportunity to withdraw from this
9 agreement. However, if neither the State nor the Defendant elects to withdraw
10 from the agreement, then any sentence stipulated to is not binding upon the
11 Court, and the Court is bound only by the sentencing limits set forth in the
12 applicable statutes. Should the Court reject this agreement for any reason, or
13 the State or Defendant withdraw from the agreement, the Defendant hereby
14 waives all claims of double jeopardy and all original charges will be
15 automatically reinstated.

16 The Defendant understands that by entering this plea, he may withdraw from
17 the plea only if the court finds that withdrawal is necessary to correct a
18 manifest injustice. Should the Defendant withdraw from the agreement, the
19 Defendant hereby waives all claims of double jeopardy and all original charges
20 are automatically reinstated. 

21 The Defendant agrees that should he be charged with or commit a new crime
22 after the entry of the plea, the State may withdraw from the agreement. Should
23 the Defendant be charged with or commit a new crime and the State withdraws
24 from the plea agreement, the Defendant hereby waives all claims of double
25 jeopardy and all original charges are automatically reinstated. 

This agreement is specifically conditioned upon the Defendant having no prior
felony conviction(s) and the State will not be bound by this agreement and may
withdraw the agreement if the Defendant has a prior felony conviction(s).
Should the State withdraw from the agreement, the Defendant hereby waives
all claims of double jeopardy and all original charges are automatically
reinstated. 

18. **DISPOSAL OF EVIDENCE:** The Defendant understands that by entering
into this plea agreement, he waives notice of disposition of evidence in the
possession of any law enforcement agency seized or otherwise obtained for use
in this case and any case dismissed according to the terms of this agreement.
The Defendant agrees that such evidence may be disposed of. The Defendant
further understands and agrees that in the event this case or any case dismissed
according to the terms of this agreement goes to trial the evidence may not be

1 available and the State will not be required to introduce such evidence.
2 Nothing in this agreement prohibits either party from photographing,
3 reproducing, describing, etc., evidence for future use, including trial.

- 4 19. **FORFEITURE OF PROPERTY:** This plea agreement does not affect in any
5 way any action to forfeit the Defendant's property pursuant to A.R.S. §§13-
6 2314, 13-3413 or 32-1993, or under §13-4301 et. seq., including any action that
7 may be based on facts that gave rise to the indictment, whether such action is
8 presently pending or filed hereafter.

9 If a deadly weapon, dangerous instrument or explosive was used, displayed or
10 unlawfully possessed during the commission of any offense charged in the
11 indictment or contained in this plea agreement, the Defendant forfeits all
12 ownership interests in the deadly weapon, dangerous instrument or explosive
13 and the article shall be sold, destroyed or otherwise properly disposed of.

14 **WAIVER OF RIGHTS**

15 I understand that by pleading guilty or no contest in a non-capital case
16 I will waive the right to have the appellate Courts review the proceedings by way of
17 direct appeal, and I may seek review only by filing a petition for post-conviction
18 relief pursuant to Rule 32 in this Court and, if denied, a petition for review.

19 I understand that by pleading guilty I will be giving up the following
20 constitutional rights: (a) The right to trial by jury; (b) The right to have a jury
21 determine beyond a reasonable doubt any fact used to impose sentence within the
22 range set forth above including aggravating circumstances in accordance with
23 A.R.S. §§13-702.A.B. and C., 13-703, 13-703.E-J, 13-704, 13-708, 13-901.03 and 13-
24 709.03; (c) The right to the assistance of an attorney at trial, and to be appointed an
25 attorney, to be furnished free of charge, if I cannot afford one; (d) The right to
confront the witnesses against me and to cross-examine them as to the truthfulness
of their testimony; (e) The right to present evidence on my own behalf and to have
the State compel witnesses of my choosing to appear and testify; (f) The right to
remain silent and to be presumed innocent until proven guilty beyond a reasonable
doubt; (g) The right to a direct appeal.

1 The defendant and Counsel each agree that there is no known reason
2 at this time to believe that a mental health examination or diagnostic evaluation
3 pursuant to Criminal Rule 26.5 is necessary or helpful.

4 I agree to enter my plea as indicated above on the terms and conditions
5 set forth herein.

6 I have read and understand the above. I have discussed the case and
7 my constitutional rights with my lawyer.

8 I have personally and voluntarily signed the signature line below to indicate
9 I read and approved all of the previous paragraphs in this agreement, both individually
10 and as a total agreement.

11 Defendant

12  Dana Ray Thornhill, Defendant

Date

6/25/2020

13 I have discussed this case with my client in detail and advised him of his
14 constitutional rights and possible defenses. I believe that the plea and disposition set
15 forth herein are appropriate under the facts of this case. I concur in the entry of the plea
16 as indicated above and on the terms and conditions set forth herein.

16 Defense Counsel

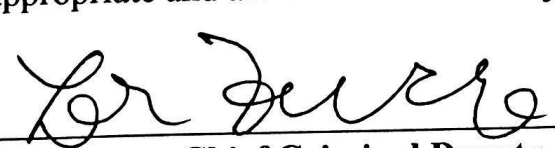
17  Joshua Jones, Dep. Legal Advocate, Attorney for Defendant

Date

6/25/2020

18 I have reviewed this matter and concur that the plea and disposition set
19 forth herein are appropriate and are in the interests of justice.

20 Prosecutor

21  Lori Ann Zucco, Chief Criminal Deputy

Date

6/25/20